George Tyndall, that sand and gravel is not to be taken from the lot to a greater depth than 8 feet along the south part of the lot so that the excavation to that depth, tapered off to the north, will make the surface of a uniform level. This view also accords with the general trend of the evidence.

With this declaration, the judgment will be that, on payment out of Court of the purchase-money, a deed according to the prescribed form is to be made to the defendant; that the plaintiff is to get costs up to the time the money was paid into Court and he was notified of it, and that thereafter no costs should be to either party.

MIDDLETON, J. MAY 27TH, 1914.

*TILL v. TOWN OF OAKVILLE.

Negligence—Death Caused by Electric Shock—Action under Fatal Accidents Act against Municipal Corporation, Operating Electric Lighting Plant, and Telephone Company—Cause of Death—Independent Acts of Negligence of both Defendants—Each Act Innocuous save for the other—Defendants not Joint Tort-feasors—Dangerous Nature of Substance under Defendants' Control—Recovery against both Defendants—Claim for Contribution or Indemnity by each Defendant against the other Negatived—Damages—Expectation of Life—Action for Benefit of Widow and Children of Deceased—Costs—Contribution between Defendants.

Action against the Corporation of the Town of Oakville and the Bell Telephone Company of Canada to recover damages, under the Fatal Accidents Act, for the death of the plaintiff's husband from the effect of an electric shock.

Each of the defendants served a third party notice upon the other, and the issues raised thereby came down for trial with the action.

The action and the other issues were tried before MIDDLETON, J., without a jury, at Toronto.

M. H. Ludwig, K.C., for the plaintiff.

*To be reported in the Ontario Law Reports.